IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:) Case No. 17-22306-JAD
Nicholas Joseph Rodi, Debtor,)) Chapter 13
JP Morgan Chase Bank, N.A. Movant,)) Related Claim No. 10-1
vs.)
Nicholas Joseph Rodi and)
Ronda J. Winnecour, Ch. 13 Trustee, Respondent.)) Document No.

NOTICE OF PROPOSED MODIFICATION TO CONFIRMED PLAN DATED MAY 15, 2018

1. Pursuant to 11 U.S.C. §1329, the Debtor has filed an Amended Chapter 13 Plan dated August 24, 2018, which is attached hereto at Exhibit "A" (the "Amended Chapter 13 Plan"). Pursuant to the Amended Chapter 13 Plan, the Debtor seeks to modify the confirmed Plan in the following particulars:

To increase the payment to JP Morgan Chase Bank pursuant to a notice of payment change.

2. The proposed modification to the confirmed Plan will impact the treatment of the claims of these creditors in the following manner:

JP Morgan Chase Bank payment is being increased to conform to the notice of mortgage payment change.

3. The Debtor submits that the reason for the modification are as follows:

JP Morgan Chase Bank submitted a notice of mortgage payment change.

4. The Debtor submits that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The Debtor further submits that the proposed

modification complies with 11 U.S.C. §§1322(a), 1322(b), 1325(a) and 1329 and, except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

WHEREFORE, The Debtor respectfully requests that the Court enter an Order confirming the Amended Chapter 13 Plan, and for such other relief the Court deems equitable and just.

Respectfully submitted,

Dated: August 31, 2018

BY: /s/ Donald R. Calaiaro
Donald R. Calaiaro, Esquire, PA I.D. #27538
dcalaiaro@c-vlaw.com

BY: /s/ David Z. Valencik
David Z. Valencik, Esquire, PA I.D. #308361
dvalencik@c-vlaw.com

BY: /s/ Michael Kaminski

Michael Kaminski, Esquire, PA I.D. 53493

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Case 17-22306-JAD Doc 48 Filed 08/31/18 Entered 08/31/18 16:33:05 Desc Main Document Page 3 of 11

Fill in this inf	ormation to identi	fy your case:				
Debtor 1	Nicholas First Name	Joseph Middle Name	Rodi Last Name	\	plan, and list	
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Lasi Name		sections of the been changed 2.1; 3.1	e plan that have d.
United States Ba	ankruptcy Court for the	e Western District of P	ennsylvania	-	2.1, 3.1	
Case numbe	17-22306-JAI	<u> </u>				
Western	District of F	Pennsylvan	<u>ia</u>			
Chapte	r 13 Plan	Dated: Aug	31, 2018			·
Part 1: No	tices					
To Debtors:	This form sets indicate that the	ne option is appro	priate in your cir	e in some cases, but the prese cumstances. Plans that do no plan control unless otherwise o	ot comply with loc	al rules and judicia
	In the following (notice to creditors, y	ou must check eac	h box that applies.		
To Creditors:	YOUR RIGHTS MAY BE AFFECTED BY THIS PLAN. YOUR CLAIM MAY BE REDUCED, MODIFIED, OR ELIMINATED.					
		I this plan carefully a ay wish to consult or		your attorney if you have one in th	nis bankruptcy case.	If you do not have a
	ATTORNEY MU THE CONFIRM PLAN WITHOU	IST FILE AN OBJI ATION HEARING, T FURTHER NOTIC	ECTION TO CONF UNLESS OTHERI CE IF NO OBJECT	YOUR CLAIM OR ANY PROVI FIRMATION AT LEAST SEVEN (WISE ORDERED BY THE COU TION TO CONFIRMATION IS FILE DOF OF CLAIM IN ORDER TO BE	7) DAYS BEFORE RT. THE COURT ED. SEE BANKRU	THE DATE SET FOI MAY CONFIRM THI PTCY RULE 3015. II
	includes each		ems. If the "Inclu	Debtor(s) must check one bou uded" box is unchecked or bot an.		
payment				t 3, which may result in a partial ate action will be required to		Not Included
1.2 Avoidance Section 3.4	of a judicial lien 4 (a separate action	or nonpossessory on will be required	, nonpurchase-mo to effectuate such	oney security interest, set out ir 1 limit)	Cincluded	Not Included
1.3 Nonstanda	ard provisions, se	t out in Part 9			○ Included	Not Included
Part 2: Pla	in Payments and	d Length of Plan				
2.1 Debtor(s) will	make regular pay	ments to the trust	ee:			
	of \$ <u>3,990.00</u>	per month for a	remaining plan te	erm of 45 months shall be pa	id to the trustee fro	m future earnings as
follows: Payments	By Income Attac	hment Directly by	/ Debtor	By Automated Bank Transfer		
D#1	\$0.00		\$3,990.00	\$0.00		
D#2	\$0.00		\$0.00	\$0.00		
(Income attach	nments must be us	ed by debtors having	g attachable income	e) (SSA direct deposit recipien	 its only)	

Debtor(10 a siehdlas-22306 e JiAD Doc 48 Filed 08/31/18 Entered 08/31/128 16:08:05 17-1248 1Main Document Page 4 of 11 2.2 Additional payments: Unpaid Filing Fees. The balance of \$ shall be fully paid by the Trustee to the Clerk of the Bankruptcy Court from the first available funds. Check one. None. If "None" is checked, the rest of Section 2.2 need not be completed or reproduced. The debtor(s) will make additional payment(s) to the trustee from other sources, as specified below. Describe the source, estimated amount, and date of each anticipated payment. The total amount to be paid into the plan (plan base) shall be computed by the trustee based on the total amount of plan payments 2.3 plus any additional sources of plan funding described above. Part 3: **Treatment of Secured Claims** 3.1 Maintenance of payments and cure of default, if any, on Long-Term Continuing Debts. Check one. None. If "None" is checked, the rest of Section 3.1 need not be completed or reproduced. The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed by the trustee. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan. Name of creditor Collateral Current Amount of Start date installment arrearage (if (MM/YYYY) payment any) (including escrow) JP Morgan Chase 3038 Willowbrook Dr Bridgeville, PA \$1,972.73 \$58,599.28 10/2018 Insert additional claims as needed. 3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims. Check one. None. If "None" is checked, the rest of Section 3.2 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. The debtor(s) will request, by filing a separate adversary proceeding, that the court determine the value of the secured claims listed below. For each secured claim listed below, the debtor(s) state that the value of the secured claims should be as set out in the column headed Amount of secured claim. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below. The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 (provided that an appropriate order of court is obtained through an adversary proceeding). Name of creditor **Estimated amount** Collateral Value of Amount of **Amount of** Interest Monthly claims senior secured of creditor's total collateral rate payment to claim (See Para. 8.7 to creditor's creditor claim below) claim \$0.00 \$0.00 \$0.00 \$0.00 0% \$0.00

Insert additional claims as needed.

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3.3	Secured claims excluded from	11 U.S.C. § 506.				
	Check one.					
	None. If "None" is checked, t	he rest of Section 3.3 need	not be completed or	reproduced.		
	The claims listed below were	either:				
	(1) Incurred within 910 days beforuse of the debtor(s), or	re the petition date and sec	ured by a purchase i	noney security interes	st in a motor ve	hicle acquired for personal
	(2) Incurred within one (1) year of	the petition date and secur	ed by a purchase m	oney security interest	in any other th	ing of value.
	These claims will be paid in full un	der the plan with interest at	the rate stated belo	w. These payments w	ill be disburse	d by the trustee.
	Name of creditor	Collateral		Amount of claim	Interest rate	Monthly payment to creditor
	Ally Financial	2014 Kia Sorento		\$16,775.45	5.5	\$320.00
	Insert additional claims as needed					
3.4	Lien Avoidance.					
	Check one.					
	None. If "None" is checked, effective only if the applical	the rest of Section 3.4 nee	d not be completed	or reproduced.	he remainder	of this paragraph will be
	The judicial liens or nonpossed debtor(s) would have been enter the avoidance of a judicial lier any judicial lien or security into of the judicial lien or security Bankruptcy Rule 4003(d). If reference to the property of	ntitled under 11 U.S.C. § 52 or security interest securing erest that is avoided will be interest that is not avoided	22(b). The debtor(s) ng a claim listed belo treated as an unser will be paid in fult a	will request, by filing w to the extent that it cured claim in Part 5 to a secured claim under the control of the control of the cured claim under the cured	a separate r impairs such of the extent alder the plan.	notion, that the court order exemptions. The amount of lowed. The amount, if any, See 11 U.S.C. § 522(f) and
	Name of creditor	Collateral		Modified principal balance*	Interest rate	Monthly payment or pro rata
			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$0.00	0%	\$0.00
	Insert additional claims as needed					
	*If the lien will be wholly avoided, i	nsert \$0 for Madified princip	oal balance.			
3.5	Surrender of Collateral.					
	Check one.					
	None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced.					
	The debtor(s) elect to surrend confirmation of this plan the s be terminated in all respects.	tay under 11 U.S.C. § 362(a) be terminated as	to the collateral only a	and that the st	ay under 11 U.S.C. § 1301
	Name of creditor		Collateral			
						And the second s
	Insert additional claims as needed	•				

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3.0	i Sec	:игеа	cax	cia	IMS.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	identifying number(s) if collateral is real estate	Tax periods	
No. of Contract Contr	\$0.00		0%			

Insert additional claims as needed.

Part 4: Treatment of Fees and Priority Claims

4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if pro se) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to Calaiaro Valencik In addition to a retainer of \$ 690.00 (of which \$ was a
payment to reimburse costs advanced and/or a no-look costs deposit) already paid by or on behalf of the debtor, the amount of \$3310.00 is
to be paid at the rate of \$200.00 per month. Including any retainer paid, a total of \$ in fees and costs reimbursement has been
approved by the court to date, based on a combination of the no-look fee and costs deposit and previously approved application(s) for
compensation above the no-look fee. An additional \$ will be sought through a fee application to be filed and approved before any
additional amount will be paid through the plan, and this plan contains sufficient funding to pay that additional amount, without diminishing the
amounts required to be paid under this plan to holders of allowed unsecured claims.

Check here if a no-look fee in the amount provided for in Local Bankruptcy Rule 9020-7(c) is being requested for services rendered to the debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of compensation requested, above).

4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	
			_ <u></u>

Insert additional claims as needed.

^{*} The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

Document Page 7 of 11 4.5 Priority Domestic Support Obligations not assigned or owed to a governmental unit. If the debtor(s) is/are currently paying Domestic Support Obligations through existing state court order(s) and leaves this section blank, the debtor(s) expressly agrees to continue paying and remain current on all Domestic Support Obligations through existing state court orders. Check here if this payment is for prepetition arrearages only. Name of creditor (specify the actual payee, e.g. PA Description Claim Monthly payment SCDU) or pro rata \$0.00 \$0.00 Insert additional claims as needed. 4.6 Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount. Check one. None. If "None" is checked, the rest of Section 4.6 need not be completed or reproduced. The allowed priority claims listed below are based on a Domestic Support. Obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim under 11 U.S.C. § 1322(a)(4). This provision requires that payments in Section 2.1 be for a term of 60 months. See 11 U.S.C. § 1322(a)(4). Name of creditor Amount of claim to be paid \$0.00 Insert additional claims as needed. 4.7 Priority unsecured tax claims paid in full. Name of taxing authority Total amount of claim Type of tax Interest Tax periods rate (0% if blank) Twp of S Fayette & S Fayette SD

\$204.60

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	Document Page 8 of 11
Pai	Treatment of Nonpriority Unsecured Claims
5.1	Nonpriority unsecured claims not separately classified.
	Debtor(s) ESTIMATE(S) that a total of \$0 will be available for distribution to nonpriority unsecured creditors.
	Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of \$0 shall be paid to nonpriority unsecured creditors to comply with the liquidation alternative test for confirmation set forth in 11 U.S.C. § 1325(a)(4).
	The total pool of funds estimated above is <i>NOT</i> the <i>MAXIMUM</i> amount payable to this class of creditors. Instead, the actual pool of funds available for payment to these creditors under the plan base will be determined only after audit of the plan at time of completion. The estimated percentage of payment to general unsecured creditors is _0%. The percentage of payment may change, based upon the total amount of allowed claims. Late-filed claims will not be paid unless all timely filed claims have been paid in full. Thereafter, all late-filed claims will be paid pro-rata unless an objection has been filed within thirty (30) days of filing the claim. Creditors not specifically identified elsewhere in this plan are included in this class.
5.2	Maintenance of payments and cure of any default on nonpriority unsecured claims.
	Check one.
	None. If "None" is checked, the rest of Section 5.2 need not be completed or reproduced. The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below on which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrearage
	amount will be paid in full as specified below and disbursed by the trustee.
	Name of creditor Current installment payment Description Current installment payment Description Amount of arrearage to be paid on the claim Description D
	\$0.00 \$0.00 \$0.00
	Insert additional claims as needed.
5.3	Postpetition utility monthly payments.
	The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file an

le vill an amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge.

Name of creditor	Monthly payment	Postpetition account number	
	\$0.00		

Insert additional claims as needed.

Debtor(1) a signification Debtor(1) a signification Debtor(1) a significant De Doc 48 Filed 08/31/18 Entered 08/31/2001005:05 17/20096-JWtain Document Page 9 of 11 5.4 Other separately classified nonpriority unsecured claims. Check one. None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced. The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows: Name of creditor Basis for separate classification and Amount of arrearage Interest Estimated total treatment to be paid rate payments by trustee \$0,00 ٥% \$0,00 Insert additional claims as needed. Part 6: **Executory Contracts and Unexpired Leases** 6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected, Check one. None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced. Assumed items. Current installment payments will be disbursed by the trustee. Arrearage payments will be disbursed by the trustee. Name of creditor Description of leased property or Current Amount of **Estimated total Payment** executory contract installment arrearage to be payments by beginning payment paid date (MM/ trustee YYYY \$0.00 \$0.00 \$0.00 Insert additional claims as needed. Part 7: Vesting of Property of the Estate 7.1 Property of the estate shall not re-vest in the debtor(s) until the debtor(s) have completed all payments under the confirmed plan.

Part 8: General Principles Applicable to All Chapter 13 Plans

- This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8,2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- 8.4 Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9:	Nonstandard Plan Provisions
9.1 Checl	k "None" or List Nonstandard Plan Provisions.
□ N	None. If "None" is checked, the rest of part 9 need not be completed or reproduced.
	nkruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the n or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.
	wing plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to proval after notice and a hearing upon the filing of an appropriate motion.

Debtor(Case)178-22806-170 Doc 48 Filed 08/31/18 Entered 08/31/18 16:88:05 170286 Main Document Page 11 of 11

Part 10:

Signatures

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(les) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X /s/ Nicholas Joseph Rodi	X
Signature of Debtor 1	Signature of Debtor 2
Executed onAug 31, 2018	Executed on
MM/DD/YYYY	MM/DD/YYYY
X /s/ David Z. Valencik	DateAug 31, 2018
Signature of debtor(s)' attorney	MM/DD/YYYY